

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ASPEN SPECIALTY INSURANCE COMPANY,	:	
Plaintiff,	:	CIVIL ACTION
v.	:	
	:	
NO. 16-cv-01133-JD		
HOSPITALITY SUPPORTIVE SYSTEMS, LLC,	:	JURY TRIAL DEMANDED
et. al.	:	
Defendants.	:	
	:	
HOSPITALITY SUPPORTIVE SYSTEMS, LLC,	:	
et. al.	:	
Plaintiff,	:	
v.	:	
	:	
ASPEN SPECIALTY INSURANCE COMPANY	:	
Defendant.	:	
	:	

**PALMER SOCIAL CLUB, INC., d/b/a TRILOGY NIGHTCLUB AND HOOKAH LOUNGE'S
ANSWER AND COUNTERCLAIMS TO**

ASPEN INSURANCE COMPANY'S AMENDED COMPLAINT

Intervening Defendant Palmer Social Club, Inc. d/b/a Trilogy Nightclub and Hookah Lounge (hereinafter “Palmer”), by and through its undersigned counsel, answers the Amended Complaint of Plaintiff, Aspen Specialty Insurance Company (hereinafter “Aspen”) and asserts counterclaims against Aspen as follows:

PARTIES

1. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.
2. Denied. After reasonable investigation, Palmer is without knowledge or information

sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

3. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

4. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

5. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

6. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

7. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

8. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

9. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

10. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

11. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

JURISDICTION AND VENUE

12. Denied. At this time, Palmer cannot confirm all parties' citizenship and therefore denies that this matter satisfies the complete diversity required for jurisdiction under 28 U.S.C. § 1332(a). Palmer further denies subject matter jurisdiction for failure to join indispensable parties.

13. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

14. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

15. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

16. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

17. Denied. After reasonable investigation, Palmer is without knowledge or information

sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

18. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

19. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

20. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

21. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

22. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

INTRODUCTION

23. Admitted in part; denied in part. Upon information and belief, Palmer admits Aspen issued insurance policies to Hospitality Supportive Systems, Inc. ("HSS") and that said policies involved additional named insureds. Palmer denies all other allegations in this Paragraph and therefore demands Aspen provide strict proof of their veracity.

FACTUAL ALLEGATIONS

The “HSS” Program”

24. Admitted in part; denied in part. Palmer admits only that HSS solicited its business to purchase shared-limit liability insurance for its hospitality operations. All other allegations are denied as Plaintiff characterizes the insurance policies in question as a “Program,” and lacks knowledge and information sufficient to form a belief as to HSS’s scope of business. Palmer demands of Plaintiff strict proof these allegations veracity.

25. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff’s allegations and therefore demands it provide strict proof of their veracity.

26. Admitted in part, denied in part. Palmer admits only Aspen’s allegations to the extent HSS represented itself in their business dealings. These allegations are denied to the extent they speak to HHS’s conduct with other insureds or as general business practices, as Palmer lacks information sufficient to form a belief regarding them. Therefore, it demands Aspen provide strict proof of their veracity.

27. Admitted in part, denied in part. Palmer admits only Aspen’s allegations to the extent HSS represented itself in their business dealings. These allegations are denied to the extent they speak to HHS’s conduct with other insureds or as general business practices, as Palmer lacks information sufficient to form a belief regarding them. Therefore, it demands Aspen provide strict proof of their veracity.

28. Admitted.

29. Admitted in part, denied in part. Palmer admits only that Aspen, national insurance carrier, agreed to provide insurance coverage to Palmer in its contract with HSS. It denies all allegations

in this Paragraph to the extent such claims speak to HSS business practices or the nature of any agreements made to which Palmer is or was not a party.

30. Admitted.

31. Denied as stated. The Management Services Agreements and insurance policies are writings that speak for themselves and any characterization thereof is denied.

32. Denied as stated. The HSS Underwriting guidelines are writings that speak for themselves and any characterization thereof is denied.

33. Denied as stated. The Management Services Agreements and insurance policies are writings that speak for themselves and any characterization thereof is denied.

34. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

35. Denied as stated. The Management Services Agreements and insurance policies are writings that speak for themselves and any characterization thereof is denied.

36. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

37. Admitted in part, denied in part. Palmer admits only that it paid its timely and complete insurance premiums to HSS in exchange for Aspen to indemnify it for covered claims. These allegations are denied to the extent they speak to any alleged duties HSS owed Aspen under that contract, HSS role under other individual policies, or as general business practices, as Palmer lacks information sufficient to form a belief regarding them. Therefore, it demands Aspen provide strict proof of their veracity.

38. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

39. Admitted in part, denied in part. Palmer admits only that it timely reported to HSS all covered claims under its insurance policy. These allegations are denied to the extent they speak to the obligations or actions of other entities insured through HSS or any actions, obligations, or procedures required of HSS or actually taken after claims were received, as Palmer lacks information sufficient to form a belief regarding them. Therefore, it demands Aspen provide strict proof of their veracity.

40. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Aspen Policies

41. Admitted.

42. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

43. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

44. Denied as stated. The Management Services Agreements and insurance policies are writings that speak for themselves and any characterization thereof is denied. Palmer is further without knowledge and information sufficient to form a belief as to the conformity of HSS's

actions with any document or agreement it has with Aspen and therefore demands it provide strict proof of their veracity.

45. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

46. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

HSS(A)

47. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

48. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

49. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

50. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

51. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict

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52. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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54. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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57. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

58. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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60. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

61. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

HSS(B)

62. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

63. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

64. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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67. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

68. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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70. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

71. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

HSS(C)

72. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

73. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

74. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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76. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

77. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

Patriot's Acquisition of HSS

Common Ownership of HSS, Selective Risk, Carman, and Selective Law

78. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

79. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

80. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

81. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

Patriot's Acquisition of HSS and Selective Risk Assets Through Trigen

82. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

83. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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100. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

101. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

Numerous Known Claims Not Disclosed in Applying for Coverage with Aspen

102. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

103. Denied. After reasonable investigation, Palmer is without knowledge or information

sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

104. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

105. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Crowley Claim

106. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

107. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

108. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

109. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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111. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

112. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

113. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Glynn Claim

114. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

115. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

116. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

117. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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119. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

120. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Egan Claims

121. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

122. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

123. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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126. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

127. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Possinger Claim

128. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

129. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

130. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

131. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

132. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict

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133. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

134.. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

135. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Kocher Claim

136. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

137. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

138. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

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141. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

142. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

The Howard Claim

143. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

144. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

145. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

146. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

147. Denied. After reasonable investigation, Palmer is without knowledge or information

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148. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

149. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

Aspen's Discovery of Additional Undisclosed Known Claims

150. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

151. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

152. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

153. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

154. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict

proof of their veracity.

155. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT I – EQUITABLE RESCISSION

(As to HSS)

156. Paragraphs 1 through 155 are herein incorporated by reference.

157. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

158. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

159. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

160. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

161. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

162. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

163. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

164. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

165. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

166. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

167. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

168. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

169. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

170. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

171. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT II – RESCISSION BASED ON FRAUD

(as to HSS)

172. Paragraphs 1 through 171 are herein incorporated by reference.

173. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

174. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

175. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

176. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

177. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

178. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

179. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

180. Denied. After reasonable investigation and personal experience, Palmer is not aware of any insured whose claims are or have been defended except as alleged in its Complaint. Accordingly, it has no basis on which to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

181. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

182. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT III – DECLARATORY RELIEF

(as to HSS)

183. Paragraphs 1 through 182 are herein incorporated by reference.

184. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

185. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

186. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT IV – DECLARATORY RELIEF – FRAUD

(as to HSS)

187. Paragraphs 1 through 186 are herein incorporated by reference.

188. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

189. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

190. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

191. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

192. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

193. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT V – DECLARATORY RELIEF – NO COVERAGE

(as to HSS)

194. Paragraphs 1 through 193 are herein incorporated by reference.

195. Admitted in part; denied in part. It is admitted that HHS requested insurance coverage under Palmer's policy for covered claims, which Aspen denied and for which Palmer is now in active litigation. The remaining allegations in this paragraph are denied upon information and belief.

196. Admitted in part; denied in part. It is admitted that a dispute regarding HSS's coverage claims to Aspen give rise to the dispute before this Court. To the extent this Paragraph alleges additional disputes exist for this reason and speculates as to future events, Palmer is without sufficient knowledge or information to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their validity.

197. Denied as stated. Aspen's insurance policies are writings that speak for themselves and any characterization thereof is denied. Palmer specifically denies Aspen's characterization of the cited terms as necessary for coverage to apply in direct contradiction to the language used in subparagraphs (a) through (e) which state conditions sufficient but not necessary to guarantee coverage.

198. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT VI – RESERVATION TO ASSERT ADDITIONAL GROUNDS FOR
RESCISSON OR DECLARATORY JUDGMENT
(as to HSS)

199. Paragraphs 1 through 198 are herein incorporated by reference.

200. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

201. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is

without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

202. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

203. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

204. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT VII – FRAUD

(as to HSS)

205. Paragraphs 1 through 204 are herein incorporated by reference.

206. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

207. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

208. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

209. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

210. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT VIII – FRAUD

(as to HSS)

211. Paragraphs 1 through 210 are herein incorporated by reference.

212. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

213. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

214. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

215. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

216. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

217. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT IX – NEGLIGENCE

(as to HSS)

218. Paragraphs 1 through 217 are herein incorporated by reference.

219. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

220. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

221. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT X – ALTER-EGO LIABILITY

(as to Snow and Carman)

222. Paragraphs 1 through 221 are herein incorporated by reference.

223. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

224. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

225. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

226. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict

proof of their veracity.

227. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

228. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

229. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

230. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

231. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

232. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

233. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

234. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

235. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XI – NEGLIGENCE

(as to Snow and Carman)

236. Paragraphs 1 through 235 are herein incorporated by reference.

237. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

238. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

239. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

COUNT XII – PARTICIPATION LIABILITY

(as to Snow)

240. Paragraphs 1 through 240 are herein incorporated by reference.

241. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

242. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

243. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

244. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XIII – SUCCESSOR LIABILITY

(as to Trigen Insurance, Trigen Hospitality, Patriot Underwriters and

ABC Corporations 1 – 25)

245. Paragraphs 1 through 244 are herein incorporated by reference.

246. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

247. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

248. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

249. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

250. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

251. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

252. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is

without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

253. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

254. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XIV – FRAUD

**(as to Trigen Insurance, Trigen Hospitality, Patriot Underwriters,
and ABC Corporations 1 – 25)**

255. Paragraphs 1 through 254 are herein incorporated by reference.

256. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

257. Denied. The Purchase Agreements are writings that speak for themselves and any characterization thereof is denied. Palmer further denies the allegations herein to the extent they constitute conclusions of law, to which no responsive pleading is required.

258. Denied. The Purchase Agreements are writings that speak for themselves and any characterization thereof is denied. Palmer further denies the allegations herein to the extent they

constitute conclusions of law, to which no responsive pleading is required.

259. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

260. Denied. The Purchase Agreements are writings that speak for themselves and any characterization thereof is denied. Palmer further denies the allegations herein to the extent they constitute conclusions of law, to which no responsive pleading is required.

261. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

262. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

263. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

264. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XV – FRAUD

(as to Trigen Insurance, Trigen Hospitality, Patriot Underwriters

and ABC Corporations 12 – 25)

265. Paragraphs 1 through 264 are herein incorporated by reference.

266. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

267. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

268. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

269. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

270. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and

therefore demands it provide strict proof of their veracity.

271. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

272. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XVI – UNJUST ENRICHMEMNT

**(as to Trigen Insurance, Trigen Hospitality, Patriot Underwriters
and ABC Corporations 12 – 25)**

273. Paragraphs 1 through 272 are herein incorporated by reference.

274. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

275. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

276. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is

without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

277. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

278. Paragraphs 1 through 277 are herein incorporated by reference.

279. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XVII – NEGLIGENCE

**(as to Trigen Insurance, Trigen Hospitality, Patriot Underwriters
and ABC Corporations 12 – 25)**

280. Paragraphs 1 through 279. are herein incorporated by reference.

281. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

282. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

283. Denied. The allegations Plaintiff makes herein are conclusions of law to which no

responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XVIII – ALTER-EGO LIABILITY

(as to Patriot National)

284. Paragraphs 1 through 283 are herein incorporated by reference.

285. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity

286. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity

287. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

288. Denied as stated. The Purchase Agreements are writings that speak for themselves and any characterization thereof is denied.

289. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

290. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

291. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

292. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

293. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

294. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

295. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

296. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

297. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is

without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

298. Denied. After reasonable investigation, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

299. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

300. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

301. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

302. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

303. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is

without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

304. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

305. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

306. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

307. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

308. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

COUNT XIX – ACCOUNTING

(as to HSS, Selective Rick and Selective Law)

309. Paragraphs 1 through 308 are herein incorporated by reference.

310. Denied. The allegations Plaintiff makes herein are conclusions of law to which no responsive pleading is required. To the extent this Paragraph makes factual allegations, Palmer is without knowledge or information sufficient to form a belief regarding Plaintiff's allegations and therefore demands it provide strict proof of their veracity.

PRAAYER FOR RELIEF

WHEREFORE, Palmer respectfully requests that the Court enter judgment in its favor and against Aspen Specialty Insurance Company, together with counsel fees, costs of suit, and such other relief as the Court deems just and equitable.

AFFIRMATIVE DEFENSES

1. Palmer incorporates by reference HSS's Affirmative Defenses 1 – 39 asserted in its Answer to Amended Complaint of Aspen [EFC No. 51] and the Affirmative Defenses 1 - 10 of Chickie's and Petes, Inc., et al's Answer to Aspen's Complaint [ECF No. 85].

2. Aspen failed to notify Palmer of any improper behavior or breach of contractual terms by HSS upon which they now seek to rescind the policies it issued HSS and obtain declarations of no coverage under HSS Policies.

3. Aspen failed to properly cancel or non-renew the HSS Policies and, therefore, must provide coverage for any occurrence which took place until at least their expiration date or until such time as Palmer can obtain replacement coverage.

4. Aspen's claims are barred by its own contractual breaches.

5. Aspen's claims are rightfully barred as to Palmer under the equitable doctrines of

laches, waiver and estoppel due to the effect upon its interest Palmer faces as a result of Aspen's failures to notify it of its intent to breach.

6. Aspen failed to mitigate, minimize, or avoid the losses and damages it is claiming.
7. Any breach by HSS of contractual obligations, the existence of which is expressly denied, was immaterial, as denial of coverage for the cited terms was permissive, and therefore do not justify the remedy Aspen seeks.
8. Aspen's claims may be barred or limited by terms and conditions of the Aspen policies to the extent such terms or conditions are contrary to or violate Pennsylvania law.
9. This Court lacks subject matter jurisdiction pursuant to FED. R. CIV. P. 12(b)(7) due to the failure to join indispensable parties as defined in Rule 19.

COUNTERCLAIMS

1. Paragraphs 1 through 310 of the Answer above and all Affirmative Defenses are incorporated by reference.
2. Palmer Social Club, Inc., d/b/a Trilogy Nightclub & Hookah Lounge, is a business incorporated in Pennsylvania with a principal place of business at 601 Spring Garden Street, Philadelphia, PA 19123.
3. Palmer's members are citizens of Pennsylvania and / or New Jersey.
4. Palmer entered into a Management Services Agreement (the "MSA") with HSS under which it obtained an insurance policy from Aspen for liabilities arising from its operation of Trilogy Nightclub & Hookah Lounge, effective November 1, 2015.
5. Pursuant to the MSA, HSS served as primary insured of several insurance policies, under one of which Palmer is as an additional insured.
6. Upon information and belief, Aspen improperly breached the HSS Policies, announced

an intention not to renew certain policies, and announced an intention to cancel four policies. *See ¶¶ 33 through 63 of the HSS Amended Complaint, which are hereby incorporated by reference [ECF No. 32].*

7. Palmer fully performed under the MSA by promptly reporting its claims and by timely paying all amounts due under the MSA.

8. Despite Palmer's performance under the MSA, Aspen breached its obligations under the HSS Policies by not providing the bargained for insurance coverage.

COUNT I – BREACH OF CONTRACT

9. Paragraphs 1 - 310 of the Answer above, all Affirmative Defenses, Paragraphs 50 – 58 of HSS's Amended Complaint, and Paragraphs 1 – 8 of this Counterclaim are incorporated by reference.

10. Palmer is an additional insured under the HSS Policies and is a party to the HSS Policies.

11. Aspen materially breached its obligations under the HSS Policies by refusing to defend and indemnify Palmer for all claims it tendered for coverage under the HSS Policies.

12. Aspen materially breached its obligations under the HSS Policies by not renewing some of the HSS Policies and purportedly canceling some of the HSS Policies, leaving Palmer without its bargained-for insurance coverage.

13. As a direct and proximate result of Aspen's breaches, Palmer has been injured in an undetermined amount.

14. As a direct and proximate result of Aspen's breaches, Palmer will suffer and continues to suffer substantial harm, including but not limited to attorneys' fees and costs in defending claims in active litigation and the loss of insurance coverage under the HSS policies for any

and all future claims under which it should rightfully be indemnified by Aspen under its HSS Policy.

WHEREFORE, Palmer demands judgment in its favor and against Aspen for compensatory damages in excess of \$75,000.

COUNT II – DECLARATORY JUDGMENT

15. Paragraphs 1 – 15 of this Counterclaim are herein incorporated by reference.
16. Aspen's breaches of the HSS Policies have created a real, substantial, and justiciable issue of coverage that must be resolved.
17. An actual controversy within the Court's jurisdiction exists between the parties concerning their respective rights and obligations under the HSS Policies.
18. Palmer is entitled to a declaration of the rights and obligations of the parties under the HSS Policies.
19. A declaratory judgment is necessary in order define the rights and obligations of the parties under the HSS Policies.

WHEREFORE, Palmer demands that this Court enter and declare judgment in its favor and against Aspen as follows:

- a. that the notices of non-renewal issued by Aspen were ineffective, and that the policies as to which such notices were issued are deemed to have been renewed for an equivalent policy period thereunder, under the same terms as previously in effect;
- b. that the notices of cancellation by Aspen were ineffective and that the policies as to which such notices were issued are deemed to remain in force under the same terms previously in

effect;

- c. that Aspen owes a continuing duty to provide coverage under each of the Policies;
- d. that Aspen owes a duty to defend the member insureds with respect to each of the claims made against Palmer;
- e. that Aspen owes a duty to indemnify Palmer for the claims made against Palmer;
- f. that Aspen's duty to indemnify Palmer extends to all reasonable costs, including attorneys' fees, expert fees, and other costs insured by Palmer and its counsel;
- g. any and all other relief as this Court deems just.

Respectfully submitted,

GAMBURG & BENEDETTO, LLC

/S/Donald Benedetto

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